

(707) 668-5655

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www.bluelake.ca.gov



CITY OF BLUE LAKE

CALIFORNIA

111 Greenwood Road

P.O. Box 458

Blue Lake City Council Agenda

Tuesday, April 23, 2024 ~ 6:30 p.m. ~Regular Council Meeting
Skinner Store-111 Greenwood Road, Blue Lake California

Unless Otherwise Noted, All Items on the Agenda are Subject to Action.

Public Input can be given to the Council by emailing citymanager@bluelake.ca.gov until 4:30 p.m. on Tuesday April 23, 2024.

PLEASE NOTE that live meeting logistics will be prioritized. The quality of the Zoom teleconference meeting cannot be guaranteed. Technical challenges experienced by either the participant or the City will not interrupt or halt the progress of the meeting.

Public input may be facilitated by Zoom at the following meeting link:

<https://us02web.zoom.us/j/89339338697?pwd=UWI6ajJOWUQ4T0prZHR4Z0tMUEZOZz09>

Meeting ID: 893 3933 8697

Passcode: 691460

1. **Call to Order**
2. **Pledge of Allegiance and Establish a Quorum of the Council**
3. **Public Comment** – *The Public is invited to present petitions, make announcements, or provide other information to the City Council that is relevant to the scope of authority of the City of Blue Lake that is not on the Agenda. The Council may provide up to 15 minutes for this public input session. To assure that each individual presentation is heard, the Council may uniformly impose time limitations of 3 minutes to each individual presentation. The public will be given the opportunity to address items that are on the agenda at the time the Council takes up each specific agenda item.*
4. **City of Blue Lake Bike Month Proclamation May 2024-Action**
5. **City of Blue Lake Lemonade Day Proclamation-Action**
6. **Hatchery Road Truck Route Improvement Project, 90% Plan Presentation by SHN Engineering-Discussion/Action**
7. **Review and Consider Approval of Exclusive Negotiating Agreement-Action**
Property: Blue Lake (City Owned) Parcel Nos. 025-201-019 and 025-201-009
Negotiating Parties: Kenneth Eisner and Tasha Eisner
Subject of Agreement: Exclusive Negotiating Agreement: potential lease or sale or City owned property
8. **Conduct the Second Reading and Adopt by Title Only Ordinance Number 544, An Ordinance of the City Council of the City of Blue Lake Modifying Section 13.08.060 of Chapter 13.08 of Title 13 of the Blue Lake Municipal Code Regarding Customer Deposits-Action**
9. **Discussion Regarding Retail Cannabis Operations in the City of Blue Lake and Potential Changes to the City's Cannabis Ordinance-Discussion/Direction**

10. **First Amendment Auditor Discussion**-Discussion

11. **Council Budget Training**-Discussion/Action

12. **Council Correspondence:**

- a. League of California Cities Legislative Priority List
- b. Lemonade Day Agenda Item Request-Jeff Wickizer

13. **Consent Agenda:**

- a. Warrants and Disbursements

13. **Reports of Council and Staff**

- a. City Manager Report
- b. Financial Report

14. **CLOSED SESSION: Pursuant to Government Code Section 54957 a Closed Session will be held to Conduct an Employee Performance Evaluation for the Position of City Manager**

15. **Future Agenda Items**

16. **Adjourn**

A request for disability-related modification or accommodation, including auxiliary aid or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting, by contacting City Manager Amanda Mager, 668-5655, at least 24 hours prior to the commencement of the meeting.



CITY OF BLUE LAKE

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111 Greenwood Road

Blue Lake, CA 95525
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AGENDA REPORT

Item #: 4

Date: April 23, 2024

Item Subject: City of Blue Lake Bike Month Proclamation

Submitted By: Mandy Mager, City Manager

General Information: May is National Bike Month and staff is requesting a proclamation by the Mayor and the Council to acknowledge our pledge to promote safe, healthy and fun biking activities in our community.

Staff is proposing several bike events throughout the Month of May and will announce the activity calendar in conjunction with the release of the proclamation.

Background Material Provided: Draft Proclamation and Bike Month History FAQ

Fiscal Impact: N/A

Recommended Action: Proclaim May as Bike Month in Blue Lake

Agenda Item Review Information:				
City Manager Review: <input checked="" type="checkbox"/>	Legal Review: <input type="checkbox"/>	Planner Review: <input type="checkbox"/>	Engincer Review: <input type="checkbox"/>	
Comments:				
After Action Information:				
Date Action Taken:		Notes:		
Action Taken: Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>	
Council Vote: Jones: <input type="checkbox"/>	Shull: <input type="checkbox"/>	Mackay: <input type="checkbox"/>	Edgar: <input type="checkbox"/>	Scafani: <input type="checkbox"/>

CITY OF BLUE LAKE

BIKE MONTH

Whereas, throughout the month of May, the City of Blue Lake will celebrate biking and the freedom, the joy, and the well-being it imbues within us, as well as the power that more people riding bikes has in making life better for everyone; and

Whereas, throughout the month of May, the residents of Blue Lake and its visitors will experience the joys of bicycling through group rides, educational events, and/or by simply getting out and going somewhere by bike; and

Whereas, bicycling has been shown to improve citizens' health, well-being, and quality of life, growing the economy of Blue Lake, attracting tourism dollars and local business spending and reducing pollution; and

Whereas, the City of Blue Lake and our community partners are also promoting the use of the bicycle as both a means of transportation and recreation year-round to attract more visitors to enjoy our local parks and trail systems, as well as restaurants, retail establishments, and cultural and scenic attractions; and

Whereas, these groups are also promoting greater public awareness of bicycle operation and safety education during Bike Month and year-round in an effort to reduce collisions, injuries and fatalities and improve health and safety for everyone on the road; and

Now therefore, I, Adelene Jones, Mayor of Blue Lake do hereby proclaim May 2024 as Bike Month in Blue Lake and I urge all residents to join me in this special observance.

Signed this ___ day of May, 2024

Adelene Jones, Mayor





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AGENDA REPORT

Item #: 5

Date: April 23, 2024

Item Subject: City of Blue Lake Lemonade Day

Submitted By: Mandy Mager, City Manager

General Information: Humboldt County has declared June 1, 2024 as "Lemonade Day." This is an opportunity for our local youth to learn valuable lessons regarding business and entrepreneurship.

In order to recognize and promote our youthful entrepreneurs, the City is recommending that Council proclaim June 1, 2024 as Lemonade Day in Blue Lake.

Background Material Provided: Draft Proclamation

Fiscal Impact: N/A

Recommended Action: Proclaim June 1, 2024 as Lemonade Day in Blue Lake

Agenda Item Review Information:				
City Manager Review: <input checked="" type="checkbox"/>	Legal Review: <input type="checkbox"/>	Planner Review: <input type="checkbox"/>	Engineer Review: <input type="checkbox"/>	
Comments:				
After Action Information:				
Date Action Taken:		Notes:		
Action Taken: Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>	
Council Vote: Jones: <input type="checkbox"/>	Shull: <input type="checkbox"/>	Mackay: <input type="checkbox"/>	Edgar: <input type="checkbox"/>	Scafani: <input type="checkbox"/>



CITY OF BLUE LAKE

LEMONADE DAY 2024

Whereas, Lemonade Day is a free, community-wide educational event providing children with the opportunity to learn and apply entrepreneurial thinking and create a foundation for success in the global economy; and

Whereas, Lemonade Day exists to infuse today's youth with the spirit of enterprise, teaching basic business skills necessary to become successful, contributing members of the community; and

Whereas, Lemonade Day offers opportunities for families, businesses, schools, youth organizations, neighborhoods, and government agencies to unite for a common purpose-to train the next generation of entrepreneurs; and

Whereas, the City of Blue Lake commends the volunteers and participants of Lemonade Day and extends best wishes for a successful and rewarding event; and

Now therefore, I, Adelene Jones, Mayor of the City of Blue Lake, do hereby proclaim June 1, 2024 as Lemonade Day in Blue Lake, and I urge all residents to join me in this special observance by supporting our community lemonade stands.

Signed this _____ day of May, 2024

Adelene Jones, Mayor





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AGENDA REPORT

Item #: 6

Date: April 23, 2024

Item Subject: Hatchery Road Truck Route Improvement Project, 90% Design Plan Presentation by SHN Engineering

Submitted By: Mandy Mager, City Manager

General Information: The City has received funding from the State of California to design and engineer improvements to the designated truck route from Railroad Avenue to Hatchery Road, ending at the County line at the Mad River Bridge.

The City's engineers have been working on the environmental, design and engineering of the improvements for several years and the final design is approximately 90% complete. The project has been presented to the Council, the community and special interest groups throughout the design and engineering process; feedback gained from these presentations and meetings has been incorporated into the 90% design package.

Additional outreach included focused meetings with the industrial user group and the installation of mockup improvements to determine effectiveness and usability. Comments received have been incorporated into the designs being presented.

Background Material Provided: SHN will present the plans at the meeting

Fiscal Impact: N/A

Recommended Action: Accept the draft plan and direct staff to proceed with finalizing and submitting the plan.

Agenda Item Review Information:				
City Manager Review: <input checked="" type="checkbox"/>	Legal Review: <input type="checkbox"/>	Planner Review: <input checked="" type="checkbox"/>	Engineer Review: <input checked="" type="checkbox"/>	
Comments:				
After Action Information:				
Date Action Taken:		Notes:		
Action Taken: Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>	
Council Vote: Jones: <input type="checkbox"/>	Shull: <input type="checkbox"/>	Mackay: <input type="checkbox"/>	Edgar: <input type="checkbox"/>	Scafani: <input type="checkbox"/>



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AGENDA REPORT

Item #: 7

Date: April 23, 2024

Item Subject: Exclusive Negotiating Agreement with Tasha and Kenneth Eisner-
APNs: 025-201-009 & 019

Submitted By: Mandy Mager, City Manager

General Information: The City has been approached by Tasha and Kenneth Eisner regarding the potential purchase and development of assessor parcel numbers 025-201-021 and 009 (City Corporation Yard).

Previously, the City Council identified an ad-hoc committee to work with the Eisners to review a draft ENA and to propose any changes to the agreement. The Eisners have accepted the ENA as presented, and staff is bringing the agreement to the full Council for further consideration.

If the Council approves the ENA, the Eisners will have the opportunity to work with City staff on development options and to further investigate the site for development purposes. The ENA provides protection to the Eisners to pursue development options without the ability of the City to negotiate a sale to another party.

Any final purchase and development proposals will be brought back to Council for further consideration. The ENA does not bind the Council to a sale, but it does require that the Council exercise good faith in negotiating a final disposition.

Background Material Provided: Draft ENA

Fiscal Impact: N/A

Recommended Action: Accept the ENA as presented and authorize the Mayor to sign the agreement.

Agenda Item Review Information:				
City Manager Review: <input checked="" type="checkbox"/>	Legal Review: <input checked="" type="checkbox"/>	Planner Review: <input type="checkbox"/>	Engineer Review: <input type="checkbox"/>	
Comments:				
After Action Information:				
Date Action Taken:		Notes:		
Action Taken: Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>	
Council Vote: Jones: <input type="checkbox"/>	Shull: <input type="checkbox"/>	Mackay: <input type="checkbox"/>	Edgar: <input type="checkbox"/>	Scafani: <input type="checkbox"/>

EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

(City of Blue Lake—EISNER)

This EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT (this "Agreement") is made and entered into on this _____ day of _____, 202 ("Effective Date") by and between Tasha and Kenneth Eisner ("EISNER"), and the City of Blue Lake, California ("CITY"). Where collective reference is intended EISNER and the CITY are hereinafter referred to as the "Parties."

RECITALS

A. WHEREAS, CITY owns land located in the City of Blue Lake, County of Humboldt, California, and depicted in the Site Map attached hereto as **Exhibit "A"** ("Site A").

B. WHEREAS, EISNER hopes to investigate Site A to evaluate the potential to design and develop the real property for commercial/retail uses, and has approached the CITY about the potential of purchasing or leasing the Site A for development (the "Potential Sale/Lease").

C. WHEREAS, no specific project is currently proposed by EISNER for Site A at this time, but in order to assess the feasibility of doing so and incurring the cost and expense related to the same, EISNER has requested that the City grant it an exclusive right to negotiate for a sale and/or long term ground lease, resulting in the preparation of this Agreement.

D. WHEREAS, any actual development on Site A and successful completion of a project is expected to require that the Parties enter into a purchase agreement or lease relating to Site A, as well as a project agreement and analysis under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000, et seq.), relating to the rights and obligations of the Parties in the construction and operation of any project.

NOW, THEREFORE, the Parties agree to negotiate exclusively and in good faith to consider entry into a sale or lease agreement for Site A upon the following terms and conditions:

AGREEMENT

1. Agreement to Negotiate Exclusively: Good Faith Negotiations.

A. CITY agrees that, during the Negotiation Period (as defined in Section 2 below) and provided that EISNER is not in default of its obligations under this Agreement, CITY shall negotiate exclusively and in good faith with EISNER with respect to the sale or lease to be entered into between CITY and EISNER. During the negotiation period, CITY shall not solicit or entertain offers or proposals from other parties concerning similar offers at Site A. However, in no way does this Agreement limit CITY in the research or pursuit of its own activities on Site A, so long as activities are conducted by the CITY and not third parties.

B. The Parties agree, in consideration of this Agreement, to negotiate in good faith with each other with respect to any proposed sale or lease and evaluate necessary government approvals and to cooperate in the preparation thereof. The Parties shall provide each other with any information regarding the Site that may be reasonably requested by the other Party that exists at the time of the request.

2. Period of Negotiation.

A. The Parties agree to negotiate in good faith for a period of six (6) months from the Effective Date ("Negotiation Period"). If the Parties have not executed any lease or sale agreements by the end of the Negotiation Period, then this Agreement shall automatically terminate, provided, however, that the Parties may, at their sole discretion, mutually agree to extend the term of this Agreement for an additional period of up to one (1) year, subject to approval by the City Council for the CITY.

B. EISNER agrees to make meaningful progress toward determining the feasibility of a project during the Negotiation Period. Meaningful progress shall include the following:

1. EISNER, at its sole expense, shall conduct a physical inspection of Site A within the first 60 days of the Negotiation Period, and

2. EISNER, at its sole expense, shall conduct any preliminary soils and/or geotechnical inspections of Site A it deems necessary during the Negotiation Period, and

3. EISNER, at its sole expense, shall conduct a title search of Site A during of the Negotiation Period, and

4. EISNER shall pursue and explore possibilities for project financing during the Negotiation Period.

C. Upon termination of this Agreement, any interest that EISNER may have in Site A or under this Agreement shall immediately cease and terminate.

3. Compensation for CITY Expenses.

A. The agreements contemplated herein are outside the normal scope of operations for CITY, and as such require professional assistance to negotiate an agreement that protects the interests of CITY and its citizens. Consequently, EISNER agrees to pay CITY the sum of Five Thousand Dollars (\$5,000.00) as consideration for the Negotiation Period and this Agreement (the "Exclusivity Payment"). In the event that the parties enter into a lease or sale agreement, the Exclusivity Payment may be credited against the first revenue payment due to CITY by EISNER pursuant to those agreements.

B. EISNER shall bear all costs to be incurred as a result of compliance with the California Environmental Quality Act and the National Environmental Protection Act, including, but not limited to, preparation of an environmental impact report, if required, or any other

required studies or documents related to any lease and/or sale of Site A. EISNER shall also defend and indemnify CITY and bear all costs, expenses, and attorney's fees associated with responding to or defending against claims that may be filed against EISNER and/or CITY in connection with defending such environmental analyses, studies or documents from challenge by third parties.

4. Test and Surveys.

A. During the Negotiation Period, EISNER shall conduct only such tests, surveys, and other analyses as the EISNER reasonably deems necessary to determine the feasibility of entering a lease or purchase agreement for Site A and, further, only as permitted under Section 4.B., below.

B. For the purpose of conducting these tests and surveys, CITY shall provide to EISNER, its agents, and representatives, the right to enter onto the Sites and to conduct such tests, surveys, and other procedures desired by EISNER ("Tests"), provided the EISNER requests access at least two (2) business days prior to entry, and, further, any such tests or surveys that involve earth disturbance shall first be approved in writing by CITY, and CITY and EISNER, at EISNER sole expense, shall comply with any requirements under CEQA that may apply to such tests or surveys. In the event that additional steps are required to be taken to comply with CEQA or any other law, it is understood that CITY may require more than two (2) days' notice. Upon the conclusion of all such tests, surveys, and other analyses EISNER shall return the Site to its condition prior to such tests or surveys. EISNER shall also defend, indemnify and hold harmless CITY from and against all costs, expenses, claims, causes of action, damages to persons or property, and liabilities of every type and nature arising out of or related to EISNER' and its employee's, agents' and/or contractors' access to, inspections, tests and/or studies conducted on Site A or surrounding properties.

C. EISNER shall provide copies of all studies, tests and surveys relating to the condition of Site A and/or surrounding properties to the CITY, once completed, including, without limitation, all environmental studies (Phase I and/or Phase II Environmental Assessments, if obtained), hydrology studies, geotechnical studies, surveys and similar tests and studies, but EISNER does not warrant in any way, express or implied, the accuracy or validity of all such inspections, tests, surveys and/or studies, and all use by CITY of same is solely at CITY's risk and expense. If the City shall later use or rely upon any such inspections, tests, surveys and/or studies but thereafter said inspections, tests, surveys and/or studies be determined inaccurate, incomplete, or defective in any way, without limitation, CITY shall defend, indemnify and hold harmless EISNER from all costs, expenses, claims, causes of action, damages to persons or property, and liabilities of every type and nature arising out of or related to the CITY'S use of such inspections, tests, surveys and/or studies, and/or the CITY'S reliance on the accuracy and/or validity of all such inspections, tests, surveys and/or studies.

5. Purchase Agreement and Ground Lease Negotiations.

The purchase agreement and/or ground lease, if entered and mutually agreeable to the Parties, shall include, without limitation, all of the following EISNER obligations and restrictions:

(a) (1) Design of the Project, which shall be subject to approval of CITY and compliance with all requirements and regulations of the CITY and other public agencies having jurisdiction; (2) Scope of Development; (3) Schedules of Performance; and (4) Other documents regulating the progress and development of any project at Site A. If negotiations result in a ground lease or purchase agreement, the lease or purchase agreement shall become final only upon approval by the City Council for the CITY.

(b) Supervision of all improvements comprising any project, the completion of which shall be: (1) overseen by EISNER upon terms mutually agreeable to the Parties, and (2) free of mechanics' liens and liens other than those respecting the financing of the project to the extent agreed to by CITY, in its sole discretion.

(d) Reasonable restrictions on transfer or assignment of (1) any purchase agreement or lease and (2) change in controlling ownership of any entity EISNER may form for the purchase or lease.

(e) If a ground lease is negotiated, provisions in the lease addressing the (1) term, (2) lease area description, (3) amount and schedule of rents or equivalent payments by EISNER to CITY, and (4) all other essential terms of ground lease.

(f) Reasonable security to assure EISNER's performance under any ground lease, performance and payment bonds, competitive bidding and payment of prevailing wages to the extent required by law.

6. Development Goals of CITY.

In negotiating the ground lease and/or any purchase agreement, CITY has the following development goals:

- (a) Continued use of Site A consistent with their current uses and all applicable Zoning and General Plan requirements.
- (b) Community development beneficial to the CITY and its residents.
- (c) Generation of commerce and tax revenue to/for the CITY.
- (d) Creation of jobs and economic opportunities.
- (e) Generation of new revenues for the CITY and utilization of underutilized real property.

7. Topics for Negotiation; Future CEQA Compliance.

The topics for negotiation shall include, among other things: (i) EISNER's right to lease or purchase Site A; (ii) method of calculating and paying ground lease rents, purchase price or equivalent payments; (iii) the terms of the proposed lease or sale agreement including necessary covenants, conditions and restrictions affecting the Site; (iv) air rights use; (v) management of the any project; (vi) the schedule of performance; (vii) availability of the Site to the EISNER; (viii) proposed land uses; (ix) Site layout; (x) preliminary design and architectural concepts and plans; (xi) aesthetic considerations; (xii) the quality and type of construction; (xiii) environmental responsibilities; (xiv) the EISNER's responsibility to obtain environmental clearances (including, without limitation, CEQA compliance), licenses and other entitlements, and project financing; and (xv) any other considerations necessary to fully implement any proposed project in a timely fashion.

The Parties expressly agree and acknowledge that nothing in this Agreement commits either the CITY or EISNER to any specific project, plan or other obligation or design with respect to Site A or any other property. Any use and development of Site A is expressly contingent on compliance with CEQA. In connection therewith, CITY expressly reserves the right to select alternatives to any project EISNER may propose (including the no project alternative), impose mitigation measures, or reject any project proposed.

8. Broker's Fees.

The Parties represent and warrant to each other that no broker or finder has been engaged or is in anyway connected with the transactions contemplated by this Agreement. In the event any claim for broker's or finder's fees is made in connection with the transactions contemplated by this Agreement, the Party upon whose statement, representation or agreement the claim is made shall indemnify, save harmless and defend the other Party from and against such claims. CITY is advised that, if a ground lease or purchase agreement is negotiated and entered with the CITY, EISNER contemplates engaging a commercial real estate agent to assist with build-out leasing and identification/retention of qualified tenants.

9. Assignment.

EISNER shall not assign any interest in this Agreement without the express written consent of CITY, which consent shall not be unreasonably withheld. As a condition to any proposed assignment of this Agreement, EISNER shall be required to make full disclosure to CITY of the proposed assignee's principals, officers, stockholders, partners, etc., and all other pertinent information concerning the assignee and its associates. EISNER may freely assign this Agreement to an entity in which EISNER holds one hundred percent (100%) of the equity, stock or membership interests.

10. CITY Obligations.

A. During the Term of this Agreement, CITY shall deliver, at EISNER's expense, within 30 days of receipt of written request thereof, any unprivileged existing CITY-owned information, studies, reports, site and construction plans or other documents which EISNER may reasonably request to facilitate any proposed project design. The Parties shall cooperate to ensure

timely review and revision of any EISNER documents or plans. In addition, subject to cost reimbursement as noted below, CITY shall provide to EISNER reasonable access to CITY's design staff personnel familiar with the Site and CITY's third party consultants and engineers familiar with the Site for the purpose of aiding EISNER in understanding the physical aspects of Site A. EISNER shall bear all costs that may arise associated with making CITY's third party consultants and engineers available to EISNER. Any studies, plans, or other documents made available to EISNER by CITY shall be held in confidence by EISNER, shall not be disclosed to third parties without the consent of CITY, and shall be returned to CITY upon expiration or termination of this agreement.

B. This Agreement is an agreement to enter into a period of exclusive negotiations according to the terms hereof. CITY and EISNER each expressly and respectively preserve the right to decline to enter into a lease, purchase or other agreement in the event the Parties fail to negotiate an agreement to the mutual satisfaction of CITY and EISNER. Except as expressly provided in this Agreement, CITY and EISNER shall have no obligations or duties hereunder and shall have no liability whatsoever in the event the Parties fail to timely execute a purchase agreement or lease, except as expressly identified herein.

C. EISNER acknowledges and agrees that CITY has not agreed to fund, subsidize or otherwise financially contribute in any manner toward the development of the any project on Site A.

D. By its execution of this Agreement, CITY is not committing to or agreeing to undertake; (i) disposition of land to EISNER; (ii) implicit or tacit approval or consideration of any project EISNER may propose on Site A; or (iii) any other acts or activities requiring the subsequent independent exercise of discretion by CITY. The Parties recognize that one or more of the conditions to EISNER's proposal set forth herein may fail to be met as a result of subsequent studies, reviews and proceedings invoking the exercise of discretion by CITY or any public agency having regulatory jurisdiction.

11. Non-Liability of CITY Officials and Employees.

Without limiting the provisions set forth herein, no member, official, representative, council member, attorney, or employee of CITY shall be personally liable to EISNER or any successor in interest, in the event of any default or breach by CITY of any obligations under the terms of this Agreement, or of any amount which may become due to EISNER or to its successor under the terms of this Agreement.

12. Plans, Reports, Studies and Investigation.

All plans, reports, studies, or investigations (collectively, "Plans") prepared by or on behalf of EISNER with respect to Site A and any development project thereon are the sole property of EISNER. Should CITY wish to review the development Plans outside of the normal course and scope of CITY-required building permitting and related inspections, EISNER shall, upon request by CITY, provide CITY, without cost or expense to CITY, copies of same for confidential review, and under such circumstances CITY agrees that it will protect the confidentiality of such Plans and not copy or otherwise distribute or share any portion of such

Plans to anyone, absent the prior written consent of EISNER. Upon termination of this Agreement, CITY shall be entitled to obtain and utilize any such plans, inspections or studies, as stated herein.

13. Entire Agreement: Attorneys' Fees.

This Agreement represents the entire agreement of the Parties with respect to the matters set forth herein. This Agreement may not be amended except in writing signed by all of the Parties hereunder. If any Party brings an action or files a proceeding in connection with the enforcement of its respective rights or as a consequence of any breach by another Party of its obligations hereunder, then the prevailing Party in such action or proceeding shall be entitled to have its reasonable attorney's fees and costs paid by the losing Party.

14. Notices.

All notices required or permitted hereunder shall be delivered in person, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested to such Party at its address shown below, or to any other place designated in writing by such Party.

CITY OF BLUE LAKE

Amanda Mager
City Manager
P.O. Box 458
Blue Lake, CA 95525

EISNER:

Tasha and Kenneth

Any such notice shall be deemed received upon delivery, if delivered personally, the next business day after delivery by a courier, if delivered by courier, and three (3) days after deposit into the United States Mail, if delivered by registered or certified mail.

IN WITNESS WHEREOF, CITY and EISNER have signed this Agreement as of the dates set forth below.

CITY OF BLUE LAKE:

Date: _____ By: _____

EISNER:

Date: _____ By: _____
Tasha Eisner

Date: _____ By: _____
Kenneth Eisner

Exclusive Right to Negotiate Agreement
Exhibit A
Site "A" Map—Property Description




Humboldt County WebGIS
 Humboldt County Planning and Building Department
 Web AppBuilder 2.0 for ArcGIS
 6/2/2023, 1:14:11 PM
 Map Disclaimer:
 While every effort has been made to assure the accuracy of this information, it should be understood that it does not have the force & effect of law, rule, or regulation. Should a discrepancy or error occur, the law will take precedence.

Highways and Roads
 Principal Arterials
 Minor Arterials
 Major Collectors
 Minor Collectors
 Local Roads

Blue Line Streams
 Perennial 1-3
 Perennial >4

Privats or Unclassified
 Major River or Stream
 City Boundary
 Counties
 Parcels
 Parcels (no APN labels)

Intermittent
 Subsurface
 City Boundary
 Counties
 Parcels
 Parcels (no APN labels)

0 0.0075 0.015 0.03 mi
 0 0.0075 0.015 0.03 mi
 1 in = 94 ft
 RF = 1:1,128

Sources: Humboldt County GIS
 Esri, HERE, DeLorme, (c) OpenStreetMap contributors, and the GIS User community
 Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



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AGENDA REPORT

Item #: 8

Date: April 23, 2024

Item Subject: Ordinance Number 544-Water Deposit Policy Amendment

Submitted By: Mandy Mager, City Manager

General Information: The City Council directed staff to prepare an amendment to the City's Water regulations, allowing the return of water deposits based upon a demonstrated ability to make on-time payments for a period of two years.

In order to amend the Water regulations, the City must adopt a new ordinance that amends the current Municipal Code language. Presented, is the proposed amending ordinance, along with the proposed policy language. Council introduced the ordinance and conducted the first reading at the regularly scheduled Council meeting in March; the second reading will take place at the April 23rd meeting and the language will go into effect 30 days from the date of adoption.

Background Material Provided: Ordinance Number 544

Fiscal Impact: Will allow water deposits to be returned to customers based upon a demonstrated ability to make timely payments.

Recommended Action: Conduct the second reading and adopt by title only Ordinance Number 544

Agenda Item Review Information:	
City Manager Review: <input checked="" type="checkbox"/>	Legal Review: <input checked="" type="checkbox"/> Planner Review: <input type="checkbox"/> Engineer Review: <input type="checkbox"/>
Comments:	
After Action Information:	
Date Action Taken:	Notes:
Action Taken: Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/> Tabled: <input type="checkbox"/> Other: <input type="checkbox"/>
Council Vote: Jones: <input type="checkbox"/>	Shull: <input type="checkbox"/> Mackay: <input type="checkbox"/> Edgar: <input type="checkbox"/> Scafani: <input type="checkbox"/>

ORDINANCE NO. 544

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLUE LAKE
MODIFYING SECTION 13.08.060 OF CHAPTER 13.08 OF TITLE 13 OF THE BLUE
LAKE MUNICIPAL CODE REGARDING CUSTOMER DEPOSITS**

WHEREAS, the City of Blue Lake, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, prior to approving an application for regular water services, the City requires the payment of a refundable deposit. The City in its discretion can return the customer deposits prior to or after the time the service is discontinued; and

WHEREAS, by way of this Ordinance No. 544 the City Council desires to modify Section 13.08.060 to Chapter 13.08 of Title 13 of Blue Lake Municipal Code; and

WHEREAS, the City Council has considered the staff report, supporting documents, public comment, and all appropriate information that has been submitted with this Ordinance; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BLUE LAKE DOES
ORDAIN AS FOLLOWS:**

SECTION 1. Recitals. The above recitals are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. Municipal Code Modification. Section 13.08.060 of Chapter 13.08 of Title 13—Public Services--of the Blue Lake Municipal Code is hereby modified in the form and substance set forth in **Exhibit “A”**, attached hereto and incorporated herein by reference. Without modifying the substance, following approval of this Ordinance, the City Clerk shall cause the Blue Lake Municipal Code amendments to be consistent in form and style with Title 13 of the Blue Lake Municipal Code.

SECTION 3. Effective Date. The effective date of this ordinance is thirty (30) days after its adoption by the City Council.

SECTION 4. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

INTRODUCED and FIRST READING CONDUCTED at a regular meeting of the City Council of the City of Blue Lake, California, on this ____ day of _____, 2024 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Adelene Jones, Mayor

ATTEST:

Anali Gonzalez, City Clerk

SECOND READING CONDUCTED, PASSED, and ADOPTED at a regular meeting of the City Council of the City of Blue Lake, California, on this ____ day of _____, 2024 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Adelene Jones, Mayor

ATTEST:

Anali Gonzalez, City Clerk

Exhibit "A"

Title 13 Public Services

Chapter 13.08 Water Service

13.08.060 Application for Regular Water Service.

A. **Application.** Application for regular water service must be made on written or printed forms to be furnished by the City Clerk to the property owner or his/her agent, and the applicant must state fully and truthfully his or her name, address, purpose for which the water is to be used, the expected amount to be used on a monthly basis, the nature of the use (residential, commercial, or industrial) and at such time of application must pay the following:

1. An amount equal to two and a quarter times the monthly base rate (MBR) for water service in effect at the time of the application, rounded off to the nearest dollar, refundable at the month following the date on which the account is closed, or after two (2) years of consecutive on time payments with no record of delinquency, or insufficient fund returns, less the amount of any unpaid charges to which the deposit is applied.
2. A nonrefundable application fee in the amount of \$30.00. Personal identification will be required for the application.

B. **Undertaking of Applicant.** Such application will signify the customers' willingness and intention to comply with this and other ordinances or regulations relating to the regular water service and to make payment for water service required.

C. **Payment for Previous Service.** An application will not be honored unless payment in full has been made for water service previously rendered by the City to the property, whether or not applicant or some other person has been previously billed for water service.



CITY OF BLUE LAKE

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AGENDA REPORT

Item #: 9

Date: April 23, 2024

Item Subject: Retail Cannabis Ordinance Discussion

Submitted By: Mandy Mager, City Manager

General Information: At the March Council meeting, the Council briefly discussed modifications to the City's Cannabis Ordinance to allow limited retail options. Staff was asked to find sample ordinances and recommendations for consideration by the Council.

The City Attorney, Ryan Plotz, recommended reviewing the City of Weed's Retail Cannabis Ordinance as a starting point for discussion. Staff had attached the recommended Ordinance and recommends that Council review and provide comments at a later meeting date.

Background Material Provided: City of Weed-Retail Cannabis Ordinance

Fiscal Impact: N/A

Recommended Action: As discussion directs.

Agenda Item Review Information:	
City Manager Review: <input checked="" type="checkbox"/>	Legal Review: <input type="checkbox"/> Planner Review: <input type="checkbox"/> Engineer Review: <input type="checkbox"/>
Comments:	
After Action Information:	
Date Action Taken:	Notes:
Action Taken: Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/> Tabled: <input type="checkbox"/> Other: <input type="checkbox"/>
Council Vote: Jones: <input type="checkbox"/>	Shull: <input type="checkbox"/> Mackay: <input type="checkbox"/> Edgar: <input type="checkbox"/> Scafani: <input type="checkbox"/>

Chapter 8.29 RETAIL CANNABIS SALES

Sections:

8.29.010 Purpose and intent.

It is the purpose and intent of this chapter to authorize and regulate the locations and operations of retail cannabis sales in a manner which protects the health, safety, and general welfare of residents and businesses within the city. It is neither the intent nor the effect of this chapter to condone or legitimize the sales, use, or possession of cannabis (marijuana) except as allowed by California law.

(Ord. No. 460-2020, § 1, 4-9-2020)

8.29.020 Definitions.

[The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

"Applicant" means a person who submits an application pursuant to this chapter.

"Application" means an application for the permit described in this chapter.

"Business" means any sales activity, whether for-profit, or non-profit.

"Cannabis" also sometimes commonly referred to as "marijuana," has the same meaning as "cannabis" in section 19300.5 of the California Business and Professions Code, which includes marijuana as defined in California Health and Safety Code section 11018. A cannabis product is anything containing cannabis.

"Chief of police" means the chief of police of the city or his/her designee.

"City" means the City of Weed.

"City clerk" means the city clerk of the city, or his/her designated deputy.

"City council" means the city council of the city, acting at a duly called and conducted meeting thereof.

"City manager" means the city manager of the city, or his/her designee.

"Code" means the Weed Municipal Code.

"Downtown Business District" of the city means the C-I zoned properties fronting on Main Street, between Weed Boulevard (Highway 97) and Division Street.

"Non-store-front" means a retail cannabis sales business which sells cannabis goods to customers exclusively through delivery. The premises of a non-store front business shall not be open to the public. It must be lawfully located and operating within any C-I zoning district with a conditional use permit, and its customers may not enter the premises to make a purchase, nor take delivery of a cannabis product on the premises, and may only place an order remotely and receive delivery by the permittee at another location. Nothing herein shall be deemed to limit such a business to the sale of cannabis products.

"Permit" means a retail store front cannabis sales permit or retail cannabis delivery permit issued pursuant to this chapter.

"Permittee" means a person to whom a permit has been issued.

"Person" means an individual or business entity (corporation, partnership, limited liability company, association, or other form of organization).

"Premises" means the location for which a permit has been issued.

"Retail cannabis sales permittee" means a person who is in compliance with California law and this chapter as it may from time to time provide for such a person to sell cannabis.

"Store front" means a retail cannabis sales business located within the downtown business district, with frontage and its entry on Main Street, where customers can enter the business, make a purchase of a cannabis product, and take immediate delivery on the premises. Nothing herein shall be deemed to limit such a business to the sale of cannabis products. A business which makes only deliveries is not a store front business.

(Ord. No. 460-2020, § 1, 4-9-2020)

8.29.030 Restrictions on retail cannabis sales.

No cannabis may be sold by any person within the city, whether from a fixed or mobile location, unless the person holds a valid permit under this chapter.

(Ord. No. 460-2020, § 1, 4-9-2020)

8.29.040 Permit.

- A. Types of Permits. Permits may be issued for store front cannabis sales and non-store front sales, as defined in this chapter.
- B. Permit Required. Cannabis may be sold only by a person holding a valid permit. The permit shall be prominently displayed at the business location and be made available for inspection by any city law enforcement officer, the city manager, and the city clerk, upon request.
- C. Application; Fees.
 - 1. Submission. No permit shall be issued by the city except upon submission of the designated application form, completion of the required documentation, execution of an indemnification agreement in form satisfactory to the city manager, and payment of the required fee, if any. Applicants to whom a city adult-use dispensary permit has previously been issued shall automatically qualify for the initial issuance of a store front sales permit specified by this chapter, and shall receive that initial permit without additional fees or application. Such existing permits shall terminate upon the earlier of the date of issuance of a retail store front business permit under this chapter, or ninety days after the effective date of this chapter, provided, however, that this period may be extended by the city manager for good cause.
 - 2. Forms. The city manager and/or city clerk shall develop forms and other requirements for persons to apply for a permit and a schedule of fees to be charged for the application, renewal, amendment, inspection of premises, background checks, fingerprinting, and other city actions relating to the permit, sufficient to recover the city's estimated actual costs and expenses for the same. The fee schedule shall be approved by resolution of the city council and shall go into effect immediately upon the adoption of such a resolution. The city council reserves the power to review and adjust the fee schedule at any time by resolution.
 - 3. Review. Permit applications shall be reviewed for completeness and compliance by the city manager, in consultation with the chief of police. If a timely- filed application is accompanied by the required fee (in cash, check, or by credit card if allowed by city), and is complete and in compliance with state law, this

chapter, and any other applicable ordinances, and issuance of the requested permit would not be violative of state law, it shall be approved and the permit shall be issued.

4. Location. The application shall designate the location for which the permit is to be issued and at which the permittee's store front or non-store front business will be conducted. The City may require an inspection of the premises proposed to be used, and criminal background checks of the applicant and any officers and managers thereof, as conditions of the issuance of the permit.
 5. Amendment. It shall be the continuing responsibility of every applicant and permittee to at all times maintain current information in its application and permit. If an applicant or permittee needs to change any information in its application or permit it shall apply to the city for an amendment to the same and pay any fee.
 6. Expiration. If, within twelve months after its receipt by the city an application for a permit has for any reason not been approved, it shall expire.
 7. Denial. If any applicant is denied a permit, the city manager shall promptly notify the applicant of the fact, the reason(s) for denial, and of the applicant's right to request further review by the city manager, which review shall be completed within thirty days of request, and if that review does not resolve the issue to the satisfaction of the city manager, of the right to an administrative appeal of the denial to the city council, as provided hereinbelow, which appeal shall be heard and decided within sixty days of request, and that the decision of the council shall be final.
- D. Term. The term of the permit, and of any renewal thereof, shall be one year. Applications for permit renewal on the required form, along with the applicable fees, may be submitted to the city clerk not more than one hundred eighty, nor less than sixty days prior to the scheduled expiration of the existing permit. If a permit expires, the permittee shall immediately suspend all cannabis sales until such time as the permit is renewed, provided, however, that the city manager may extend the expiration date if he or she deems it necessary for the adequate processing of a renewal application.
- E. Allowable Locations for Store Front Sales.
1. Downtown Business District. A retail store front cannabis sales business may be located only in the downtown business district of the city.
 2. Entrance. The premises of a retail store front cannabis sales business shall have its public entrance and identifying signage facing and readily visible from the sidewalk of Main Street directly in front of it. Any part of the premises may be at street level and/or downstairs or upstairs.
- F. Suspension.
1. State License. The surrender, suspension, revocation, or cancellation of the permittee's State of California Cannabis sales permit shall cause any permit issued to the permittee pursuant to this chapter to be likewise immediately surrendered, suspended, revoked or canceled. Upon receipt of written notice satisfactory to the city manager that the said permittee's State of California permit has been reinstated, the permit issued to permittee pursuant to this chapter shall be immediately reinstated upon payment of any fee, unless the suspension was the result of the permittee's violation of this chapter.
- G. Inactivity.
1. By Request. A permittee may make a written request that a permit suspension authorization be issued to it by the city and that its permit be thereupon suspended for a period of time, not to exceed one year, if necessary, due to allow remodeling of the premises, or for any period of time after the filing of a petition by the permittee for bankruptcy protection and for the pendency of that proceeding, or because of the death or disability of the permittee.

-
2. Without Request. If, without first obtaining such a permit suspension authorization, a permittee ceases active cannabis sales operations for four consecutive weeks, its permit shall be suspended by the city upon written notice to the permittee and shall be reinstated only upon approval of the city council.
 - a. Store Front Inactivity. A store front permittee shall be deemed to have ceased active cannabis sales operations on any given day unless, for at least six hours that day it is open to the general public and has cannabis products immediately available for purchase by members of the general public who are permitted to take possession of the same upon such purchase. Such active cannabis sales operations must take place during at least four days each calendar week in order for the business to be considered to be active that week. The city manager may make any determinations required or allowed under this section.
 - b. Non-Store Front Inactivity. A non-store front permittee shall be deemed to have ceased active cannabis sales operations on a given day if it makes no deliveries of sales on that day. The permittee shall provide documentation of such sales and deliveries upon request of the city manager.
 3. By City Manager. A permit issued under this chapter may be immediately suspended by order of the city manager, pending a hearing before the city council, upon a determination by the city manager that the permittee and/or its retail store front, or non-store front, cannabis sales business are, or within the preceding sixty days have been, in material violation of this chapter or of the permittee's State of California Cannabis sales permit. This suspension may be released by the city manager at any time upon his or her determination that a violation is unfounded. A suspension by the city manager shall not remain in effect for more than forty-five days unless an extension is necessary because the permittee has requested a postponement of its hearing before the city council.
 4. Default in Payment of City Taxes. A permit issued under this chapter may be suspended by the city council upon a determination that the permittee has not paid any tax owed to the city, and shall be reinstated upon payment of such a tax.
 - a. Financial Reporting. Permittees shall prepare and file with the city manager a monthly report stating cannabis sales. The report shall be signed under penalty of perjury by the permittee or its authorized representative and shall be in a form, and include the information, as specified by the city manager. Neither the report nor its content shall be disclosed to the public.
 - b. Audits. The city manager may require any permittee to submit to an audit of its sales records in order to verify that sales have been accurately reported and taxed. The permittee shall make its books, records, reports, tax returns, and any other requested data, available to the auditor.
- H. Existing Permits. Any and all medical cannabis dispensary and adult-use cannabis sales permits that are in effect at the effective date of this chapter shall automatically be deemed to having applied for a retail store front cannabis sales permit or retail non-store front cannabis sales permit, as applicable, under this chapter, without further application or payment of an application fee, and such new permits under this chapter for those existing businesses shall expire when their previous permits would have expired. If the permittee for the non-store front cannabis sales permit already has been issued a conditional use permit, a new one shall not be required, but it and the other "grandfathered" permittees shall otherwise thereafter comply with all provisions of this chapter.
- I. Deliveries.
1. By Permittees. Any permittee under this chapter may make deliveries of cannabis products to any location within, or outside, the city, subject, however, to any other local, or state, regulations and requirements.

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2. By Vendors from Outside City. Deliveries of cannabis products to locations within the city by persons who are not permittees under this chapter are prohibited unless the city is, as a matter of law, not permitted to prohibit them.
 3. Business License. Persons who will make deliveries of cannabis products within the city shall obtain a business license from the city pursuant to Chapter 5.04 of this Code, and pay the required fee, unless the city is, as a matter of law, not permitted to require such a business license. Retail store front and non-store front permittees may obtain the required business license without payment of an additional fee.

J. Maximum number of Permits.

1. Store Front. No more than two retail store front cannabis sales permits shall be issued and in effect at any time, provided, however, that the city council may, by resolution, at any time increase this maximum number, or decrease the maximum number to the extent there are any unissued permits.
2. Non-Store Front. No more than one retail non-store front cannabis sales permit shall be issued and in effect at any time, provided, however, that the city council may, by resolution, at any time increase this maximum number, or decrease the maximum number to the extent there are any unissued permits. The sole unissued non-store front permit shall be issued to the first qualified person who applies for the same and pays the required fee.

K. Operating Hours.

1. Store Front. Retail store front cannabis sales businesses shall not be open to the public between 9:00 p.m. and 8:00 a.m. but may receive deliveries at any time.
2. Non-Store Front. Non-store front cannabis sales businesses may receive orders, make deliveries, and receive shipments, at such times as may be specified in the conditional use permit issued therefor.

L. Inspections. The premises for which a permit have been issued shall at all times be subject to inspection by the city manager, with or without prior notice. The city manager may suspend any permit if the permittee disallows or interferes with any such inspection.

(Ord. No. 460-2020, § 1, 4-9-2020)

8.29.050 State law.

A retail store front cannabis sales business and a retail non-store front cannabis sales business shall at all times be operated in compliance with all applicable state laws and regulations. In the event of a conflict between this chapter and any such state laws or regulations, the portion of this chapter which is in conflict shall be deemed void and superseded by the state law or regulation.

(Ord. No. 460-2020, § 1, 4-9-2020)

8.29.060 Other administrative regulations.

The city manager, in consultation with the city attorney, may adopt additional regulations and procedures which are not inconsistent with this chapter, regarding the application, review, issuance, documentation, registration, regulation, suspension, revocation, and reinstatement of permits, and regarding the interpretation and application of this chapter, and make the same readily available to the public on the city's website and upon request. Such regulations and procedures shall go into effect immediately upon approval by the city council, and shall at all times be subject to review and amendment by the city council, in its discretion.

(Ord. No. 460-2020, § 1, 4-9-2020)

8.29.070 Permits non-transferable; amended application.

A permit issued under this chapter may not be transferred to any other person except as provided herein.

- A. **Death or Disability of Permittee.** Upon the death of a permittee, the permit issued pursuant to this chapter shall be suspended until a permit amendment is approved by the city. If such a permit amendment is not approved within one year of the permittee's death, the permit shall lapse.
- B. **Business Reorganizations.** If the designated chief executive officer, chief financial officer, or secretary of a permittee organization are to be changed, or a majority of the membership of the board of directors or other governing body of any organization are to be changed, the permittee must first apply for a permit amendment, pay any fee, and provide such information as the city manager may then specify. The permittee may continue to operate, provisionally, for up to ninety days while the permit amendment application is pending, provided, however, that the city manager may extend this period if he or she deems it necessary for the proper processing of a permit amendment.

{Ord. No. 460-2020, § 1, 4-9-2020}

8.29.080 Signage.

- A. **No Smoking Notice.** A retail store front cannabis sales business shall erect and maintain, at each public entrance to the premises, a sign, not less than two square feet in size, visible outside the premises from at least twenty-five feet away, which states that the smoking, vaping, ingesting, or consuming of cannabis and cannabis products is prohibited outside of the licensed premises and within one hundred feet of the sign.
- B. **Other Signage.** All other signage of a retail storefront cannabis sales business shall comply with applicable city ordinances. No such signage shall not portray cannabis (marijuana) leaves, nor contain the words "weed" or "Weed", provided, however, that existing historical signs on buildings containing the word "weed" may be retained with the consent of the city council.

{Ord. No. 460-2020, § 1, 4-9-2020}

8.29.090 Employee records.

A cannabis sales business shall maintain, for a period of two years, a current register of the names and addresses of all employees, volunteers, directors, and officers of the business and shall disclose the same for inspection by any city officer or official for the purpose of determining compliance with this chapter.

{Ord. No. 460-2020, § 1, 4-9-2020}

8.29.100 On-premises consumption.

A retail storefront cannabis sales business may, upon the following conditions, allow consumption of cannabis products by its customers on the premises for which its permit is issued, as follows:

- A. **Compliance with State Law.** The consumption must be in compliance with all applicable state laws and regulations then in effect.
- B. **City Regulations.** The consumption shall be allowed only upon the issuance of a permit, which shall be issued by the city manager.

{Ord. No. 460-2020, § 1, 4-9-2020}

8.29.110 Administrative appeals.

Any decision of the city manager made under the authority of this chapter may be appealed by an applicant or permittee to the city council.

(Ord. No. 460-2020, § 1, 4-9-2020)

8.29.120 Fees.

The amounts of any fees referred to in this chapter shall be established, and may be amended, by city council resolution.

(Ord. No. 460-2020, § 1, 4-9-2020)



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AGENDA REPORT

Item #: 10

Date: April 23, 2024

Item Subject: First Amendment Auditor Discussion

Submitted By: Councilmember Edgar

General Information: Councilmember Edgar requested that a discussion item be added to the March agenda to discuss the First Amendment Auditor incident. As Councilmember Edgar was not in attendance at the March meeting due to illness, Council asked that the item be brought back to the April meeting for discussion.

Staff is available to provide an update on staff and Council training, security and signage installations and the development of a First Amendment Audit policy.

Background Material Provided: None provided

Fiscal Impact: N/A

Recommended Action: Direct Staff as appropriate

Agenda Item Review Information:				
City Manager Review: <input checked="" type="checkbox"/>	Legal Review: <input type="checkbox"/>	Planner Review: <input type="checkbox"/>	Engineer Review: <input type="checkbox"/>	
Comments:				
After Action Information:				
Date Action Taken:		Notes:		
Action Taken: Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>	
Council Vote: Jones: <input type="checkbox"/>	Shull: <input type="checkbox"/>	Mackay: <input type="checkbox"/>	Edgar: <input type="checkbox"/>	Scafani: <input type="checkbox"/>



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AGENDA REPORT

Item #: ||

Date: April 23, 2024

Item Subject: Council Budget Training

Submitted By: Mandy Mager, City Manager

General Information: Councilmember Scafani has requested staff to conduct a budget training in preparation for the upcoming Fiscal Year 24/25 budget discussions. The City's Accountant is available to meet with Councilmembers and recommends that this training take place outside of a Council meeting setting.

Due to the accountant's work schedule, staff recommends that Councilmembers that are interested in receiving additional budget training work with the City Clerk to schedule a time that meets everyone's scheduling needs. It's possible for two Councilmembers to meet with the accountant without triggering the need to agendize the training as a meeting.

Background Material Provided: N/A

Fiscal Impact: N/A

Recommended Action: As discussion directs.

Agenda Item Review Information:				
City Manager Review: <input checked="" type="checkbox"/>	Legal Review: <input type="checkbox"/>	Planner Review: <input type="checkbox"/>	Engineer Review: <input type="checkbox"/>	
Comments:				
After Action Information:				
Date Action Taken:		Notes:		
Action Taken: Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>	
Council Vote: Jones: <input type="checkbox"/>	Shull: <input type="checkbox"/>	Mackay: <input type="checkbox"/>	Edgar: <input type="checkbox"/>	Scafani: <input type="checkbox"/>

Legislative Update: Bills to Consider Taking Action On

Sara Sanders <sanders@calcities.org>

Fri 4/12/2024 9:25 AM

To: Sara Sanders <sanders@calcities.org>

Redwood Empire Division City Managers:

Below is a list of bills I've compiled related to Organized Retail Theft, Labor Relations, Housing and Sales tax with Cal Cities positions that your city may want to weigh-in on. The links will take you to our website with sample letters.

Please know this is not an exhaustive list of bills with Cal Cities positions. I've included the links at the bottom of this email for more bills in every issue area if you would like to dig a little deeper.

Thank you and happy Friday!

Sara

Organized Retail Theft

PENDING [AB 2943 \(Zbur and Rivas\)](#). Creates a new crime of "serial retail theft," allow police to arrest shoplifters without witnessing the crime and define how multiple acts of theft with multiple victims can be aggregated into a felony charge of grand theft. Cal Cities' formal position on AB 2943 is pending Board action.

SUPPORT [AB 1794 \(McCarty\)](#). Allows prosecutors to aggregate multiple thefts with several victims.

SUPPORT [AB 1779 \(Irwin\)](#). Allows prosecutors to file charges for offenses committed in different counties.

SUPPORT [AB 1972 \(Alanis\)](#). Addresses cargo theft.

SUPPORT [AB 3209 \(Berman\)](#). Creates a retail theft crime restraining order for convicted offenders.

SUPPORT [AB 1960 \(Soria\)](#). Imposes stiffer penalties for property loss or damage that occurred during a felony.

SUPPORT [AB 1802 \(Jones-Sawyer\)](#). Eliminates the sunset date for the crime of organized retail theft that was chaptered in 2017.

SUPPORT [SB 923 \(Archuleta\)](#) Reinstates penalties for repeat theft eliminated by Prop. 47. If passed, the bills would go to voters for approval. Cal Cities supports the measure.

Labor Relations

OPPOSE [AB 2489 \(Ward\)](#) proposes to considerably limit a local public agency's ability to contract with private sector service providers in a timely manner and to raise the qualification standards to meet or exceed all employment requirements to those required by a recognized bargaining unit. The measure is divided into categories: ongoing "special services" contractors (as defined) and "temporary help contracts". This measure declares that this is a matter of statewide concern thus superseding all local agency charter authority.

OPPOSE [AB 2557 \(Ortega\)](#) Applies reporting burdens unparallel to any current law for the use of special service contracts. Moreover, this proposal aims to undermine fundamental management rights by

permitting a recognized bargaining unit representative to have the authority to unilaterally withhold payment for services for a contract service provider—up to and including—a full void of contract.

OPPOSE [AB 2561 \(McKinnor\)](#) Requires local agencies to produce, implement, and publish plans to reduce union vacancy rates that exceed 10% for over six months. The bill notably omits state agencies, which have had a 10% vacancy rate for at least two decades. Although many specialized positions have high vacancy rates — such as behavioral health professionals and police — this is due to external factors.

OPPOSE [AB 2404 \(Lee\)](#) Makes sympathy striking and honoring the picket line a human right. This would allow nearly any city employee to strike regardless of their job duties and in doing so, undermine government services.

OPPOSE [AB 2421 \(Low\)](#) Restricts an employer's ability to conduct internal investigations to the detriment of employees and the public. Among other things, the bill could limit investigations into workplace harassment, misconduct, and safety, silence witnesses, create one-sided protections for workers that go beyond attorney-client privilege, and impend public health responses. The measure also lacks guardrails to prevent potential conflicts of interest.

Sales Tax

OPPOSE [SB 1494 \(Glazer\)](#) Prohibits cities from entering a sales tax rebate agreement with a retailer starting next year and void all existing agreements on Jan. 1, 2030. Cal Cities opposes the measure.

Housing

OPPOSE [AB 1886 \(Alvarez\)](#) Ends self-certification and encourage developers to pursue builder's remedy projects. This once-obscure provision allows developers to bypass local zoning laws if a city does not have a compliant housing element and if the project includes a certain number of low-income units.

OPPOSE [AB 1820 \(Schiavo\)](#), Requires cities to provide an itemized list and the total sum of all fees and exactions for a project during the preliminary application process within 20 days of a developer's request. This is long before a city can determine which fees apply to the project.

OPPOSE [SB 1037 \(Wiener\)](#) Allows the state attorney general to take legal action against a city. The attorney general could seek fines up to \$50,000 a month if a city fails to adopt a compliant housing element or disregards state laws that require ministerial approval of certain housing projects. SB 1037 is extreme and a significant departure from existing law as it would apply to cities genuinely acting in good faith.

OPPOSE [SB 1164 \(Newman\)](#) Exempts new accessory dwelling units (ADU) from property tax assessment for 15 years if the owner makes a "good faith effort" to ensure the unit will be used as residential housing. Cal Cities opposes the measure.

Cal Cities Legislative Positions

- [Community Services](#)
- [Environmental Quality](#)
- [Governance, Transparency and Labor Relations](#)
- [Housing, Community and Economic Development](#)
- [Public Safety](#)
- [Revenue and Taxation](#)
- [Transportation, Communications, and Public Works](#)

Sara Sanders

Regional Public Affairs Manager
Redwood Empire Division, League of California Cities
cell: 916-548-9030

Fw: Humboldt Lemonade Day

1 message

Amanda Mager <citymanager@bluelake.ca.gov>

Thu, Apr 11, 2024 at 11:03 AM

To: "cityclerk@bluelake.ca.gov" <cityclerk@bluelake.ca.gov>, Tonie Quigley <officeclerk@bluelake.ca.gov>

Let's make sure this gets on the agenda.

From: Adelene Jones <ajones@bluelake.ca.gov>**Sent:** Wednesday, April 10, 2024 8:56 PM**To:** Amanda Mager <citymanager@bluelake.ca.gov>**Subject:** Fwd: Humboldt Lemonade Day

I'm forwarding this to the Blue Lake City Manager Amanda Mager. It could get on our April meeting agenda, which is on Tuesday, April 23rd or the May meeting, which is Tuesday, May 28th. You can also call Blue Lake City Hall at 707-668-5656 Monday-Friday 9-12, 1-4.

I hope this helps.

Take care,

Mayor Adelene Jones

----- Forwarded message -----

From: David Wickizer <david@humboldtlemnade.day>**Date:** Wed, Apr 10, 2024, 8:28 PM**Subject:** Humboldt Lemonade Day**To:** <ajones@bluelake.ca.gov>

Madam Mayor,

My name is David Wickizer and I am co-coordinator of Humboldt Lemonade Day, a DreamMaker project of the Ink People. My wife, Larissa, and I took over chairing this county-wide program post-Covid, after former Eureka mayor, Susan Seaman's successful run of it.

Anyway, the City of Arcata recently contacted me about their desire to issue a proclamation for Humboldt Lemonade Day for 2024. Can you direct me to the appropriate person I could speak to in Blue Lake about getting the same thing done there?

Also, if you or any of your colleagues would be interested in representing the City of Blue Lake as VIPs (who would visit the open stands in Blue Lake on Saturday, June 1st), please let me know. I give you permission to share my contact information with your colleagues.

Thank you for your time.

Sincerely,

David Wickizer

(707) 599-0831

david@humboldtlemnade.day

City of Blue Lake
April 23, 2024
Regular Council Meeting

Consent Items:

- Warrants and Disbursements



City of Blue Lake
 Check/Voucher Register - City Council Check Report
 From 3/1/2024 Through 3/31/2024

Check Number	Check Date	Payee	Check Description	Check Amount
11724	3/1/2024	Allac	2/25/2024 Inv #087459	229.56
11725	3/1/2024	CA State Disbursement Unit	2/23/24 PR Deduction	92.30
11727	3/1/2024	Coastal Business Systems	2/8/24 Inv #AR155027	2,135.00
11728	3/1/2024	Erin McClure	McClure Right of Way (re-issue 7/2/23)	50.00
11729	3/1/2024	Melanie E. Macosko	Refund 3/3/24 Skate Party	200.00
11730	3/1/2024	Owens and Ross	2/15/24 Inv #508803	450.00
11731	3/1/2024	Restif Cleaning Service	2/15/24 Inv #136180	290.00
2362	3/5/2024	Kim Moore	Deposit Refund #10030001 Moore	54.78
2363	3/5/2024	Zev Tovian	Deposit Refund #20223001 Tovian	10.66
2364	3/5/2024	Maryfiances Appio	Deposit Refund #20256101 Appio	30.92
2365	3/5/2024	City of Blue Lake	Utilities paid from Deposits 3/1/24 Billing	689.64
11732	3/6/2024	Katie Vought	Refund Skate Party Cancelled	200.00
11733	3/6/2024	Timothy Call	Refund Skate Party Cancelled	200.00
11734	3/6/2024	Erik Shealar	Refund Skate Party Cancelled	200.00
11735	3/6/2024	Summybrae Ace Hardware	2/29/2024 Statement	60.68
11736	3/6/2024	AT&T	2-2/20/24 Statements	63.14
11737	3/6/2024	Charis Bowman	2/22/24 Supply Reimb - Bowman	24.54
11738	3/6/2024	City of Blue Lake	Water/Sewer payments 3/1/2024	3,049.49
11739	3/6/2024	Jay D. Collins	1/25/24 Invoice - Skate DJ	300.00
11740	3/6/2024	California Chamber of Commerce	2/23/24 Inv.#11784056	201.85
11741	3/6/2024	Coastal Business Systems Inc.	2/26/2024 Inv.#36020331	421.96
11742	3/6/2024	Optimum	Billing Period 3/1/24-3/31/24	467.87
11743	3/6/2024	Pierson Building Center	2/29/2024 Statement	24.08
11744	3/6/2024	Reyes Coca-Cola Bottling, LLC	2/21/24 Inv.#40009514016	769.87
11745	3/6/2024	Redwood Curtain Design	3/1/2024 Inv.#1343	180.00
11746	3/6/2024	Redwood Curtain Design	3/1/2024 Inv.#883	330.00
11747	3/6/2024	RREDC	TwN Sq Ln Pmt Due 3/1/24 +163,777.70	165,014.57
11748	3/6/2024	SHN Consulting	2/21/2024 Inv#120389 Water Tanks	640.00
11749	3/6/2024	SHN Consulting	2/23/24 Inv.#120459 Truck Route	43,825.53
11751	3/6/2024	SHN Consulting	2/20/2024 Inv.#120364 Greenwood	577.50
11752	3/6/2024	SHN Consulting	2/20/2024 Inv.#120355 Library	1,110.00
11753	3/6/2024	Tensor IT	2/15/2024 Statement	1,395.46
11754	3/6/2024	Thomas Home Center	2/29/2024 Statement	3.99
11755	3/6/2024	Verizon Wireless	1/22/24-2/21/24 Bill Summary	332.48
11757	3/8/2024	Harold D. Burris	Employee: burrish; Pay Date: 3/8/2024	1,655.98
11758	3/8/2024	Daniel L. Dimick	Employee: dimickd; Pay Date: 3/8/2024	574.87
11759	3/8/2024	Michael D. Downard	Employee: downwardm; Pay Date: 3/8/2024	855.82
11760	3/8/2024	Grace D. Griffith	Employee: griffithg; Pay Date: 3/8/2024	263.24
11761	3/8/2024	Vicki L. Hutton	Employee: huttonv; Pay Date: 3/8/2024	1,594.23
11762	3/8/2024	Francesca I. Messina	Employee: messinaf; Pay Date: 3/8/2024	56.01
240308A01	3/8/2024	Christopher A. Ball	Employee: ballc; Pay Date: 3/8/2024	141.34
240308A02	3/8/2024	Glenn R. Bernald	Employee: bernaldg; Pay Date: 3/8/2024	2,082.92
240308A03	3/8/2024	Charis A. Bowman	Employee: bowmanc; Pay Date: 3/8/2024	370.19
240308A04	3/8/2024	Rosine S. Boyce-Derriecott	Employee: boycer; Pay Date: 3/8/2024	578.38
240308A05	3/8/2024	Skyler A. Coke	Employee: cokes; Pay Date: 3/8/2024	873.67
240308A06	3/8/2024	Melissa M. Combs	Employee: combsm; Pay Date: 3/8/2024	599.97
240308A07	3/8/2024	Irene O. Erickson	Employee: ericksoni; Pay Date: 3/8/2024	201.66
240308A08	3/8/2024	Adeline L. Esh	Employee: esha; Pay Date: 3/8/2024	59.75
240308A09	3/8/2024	Anali E. Gonzalez	Employee: gonzalezr; Pay Date: 3/8/2024	1,117.78
240308A10	3/8/2024	Austin R. Jones	Employee: jonesa; Pay Date: 3/8/2024	1,199.83
240308A11	3/8/2024	Kanoa K. Jones	Employee: jonesk; Pay Date: 3/8/2024	134.44
240308A12	3/8/2024	Amanda L. Mager	Employee: magera; Pay Date: 3/8/2024	1,845.50
240308A13	3/8/2024	Aislin N. McKinney	Employee: mckinneya; Pay Date: 3/8/2024	261.42
240308A14	3/8/2024	Jacob P. Meng	Employee: mengj; Pay Date: 3/8/2024	1,109.41
240308A15	3/8/2024	Antoinette M. Quigley	Employee: quigleya; Pay Date: 3/8/2024	1,357.14
240308A16	3/8/2024	Quinn Sousa	Employee: sousaq; Pay Date: 3/8/2024	773.61

City of Blue Lake
 Check/Voucher Register - City Council Check Report
 From 3/1/2024 Through 3/31/2024

Check Number	Check Date	Payee	Check Description	Check Amount
240308A17	3/8/2024	Emily P. Wood	Employee: woode; Pay Date: 3/8/2024	1,585.49
240308EFT-01	3/8/2024	U. S. Department of Treasury	FFIPS federal tax pmt 3/8/24 PR	6,536.48
240308EFT-02	3/8/2024	Employment Development Dept.	DE88 state tax pmt 3/8/24 PR	1,215.86
240308EFT-03	3/8/2024	Cal PERS	PERS retirement pmt 3/8/24 PR	4,229.56
240308EFT-04	3/8/2024	Freedom Voice	Freedom Voice 3/1/24 statement	121.28
11763	3/11/2024	Harold D. Burris	Vision Pymnt 2/15/24 Burris	165.51
11764	3/11/2024	B & B Portable Toilet Co.	3/2/24 Inv# 177599 & 177600	167.32
11765	3/11/2024	Charis Bowman	10/15/23-2/22/24 Mileage Reimb: Bowman	66.33
11766	3/11/2024	Coastal Business Systems Inc.	2/26/24 Inv#36020331	421.96
11767	3/11/2024	D & R Janitorial Service	3/1/2024 Statement	295.00
11768	3/11/2024	Humboldt County Sheriff's Dept	March 2024 Animal Shelter Service	721.00
11769	3/11/2024	Humb. Bay Municipal Water Dist	2/1-2/29 Billing Period	16,957.12
11770	3/11/2024	Intedata Systems	2/29/2024 Statement	95.00
11771	3/11/2024	Les Schwab Tire Center	2/29/2024 Statement	20.00
11772	3/11/2024	Microbac Laboratories, Inc.	2/29/2024 Statement	965.00
11773	3/11/2024	Mendes Supply Company	3/1/2024 Statement	58.63
11774	3/11/2024	Arcata Stationers	3/4/2024 Statement	78.96
11775	3/11/2024	Thrifty Supply Company	2/29/24 Statement	173.24
11776	3/11/2024	US Bank Corp. Payment Systems	2/22/24 Statement	6,811.51
11777	3/11/2024	Visual Concepts	2/26/2024 Inv #3125	1,000.00
11778	3/11/2024	Target Solutions Learning	3/31/2024 Inv#90913	320.00
11779	3/15/2024	CA State Disbursement Unit	3/8/2024 PR Deduction	92.30
11780	3/15/2024	FRMS	Billing Period:88-4/01/2024 to 4/30/2024	15,284.13
11781	3/15/2024	Hensel's Ace Hardware	2/29/2024 Statement	802.67
11782	3/15/2024	S. Shaun Johanson DDS	Dental Pmt 2/26/24 Hutton	123.00
11783	3/15/2024	Jackson & Eklund	2/9/24 Inv#440677	3,252.77
11784	3/15/2024	The Mitchell Law Firm, LLP	2/29/2024 Inv# 3261	1,092.90
11785	3/15/2024	Elizabeth Mackay	3/8/24 LCC Meeting Reimb - MacKay	213.00
11786	3/15/2024	Peterson CAT	2/29/2024 Statement	12,627.28
11787	3/15/2024	SHN Consulting	2/21/2024 Inv #120391 Engineering	2,202.50
11788	3/15/2024	Sheree Shapiro	Facility Rental Refund - Shapiro	120.00
11790	3/22/2024	Harold D. Burris	Employee: burrish; Pay Date: 3/22/2024	1,840.33
11791	3/22/2024	Daniel L. Dimick	Employee: dimickd; Pay Date: 3/22/2024	756.96
11792	3/22/2024	Michael D. Downard	Employee: downwardm; Pay Date: 3/22/2024	899.02
11793	3/22/2024	Grace D. Griffith	Employee: griffithg; Pay Date: 3/22/2024	131.62
11794	3/22/2024	Vicki L. Hutton	Employee: huttonv; Pay Date: 3/22/2024	1,667.28
11795	3/22/2024	Francesca I. Messina	Employee: messinaf; Pay Date: 3/22/2024	190.09
11796	3/22/2024	Miller Farms Nursery, Inc.	2/29/2024 Statement	143.29
11797	3/22/2024	Pacific Gas and Electric	3/19/2024 Inv #008281349-4 Proj #P000264053	3,000.00
11798	3/22/2024	Angela Shull	Feb 2024 Council Stipend	50.00
11799	3/22/2024	Elizabeth Mackay	Feb 2024 Council Stipend	50.00
11801	3/22/2024	Adelene Jones	Feb 2024 Stipend	50.00
11802	3/22/2024	Christopher B. Edgar	Feb 2024 Council Stipend	50.00
11803	3/22/2024	Elise G. Scafani	Feb 2024 Council Stipend	50.00
11804	3/22/2024	National Rural Water Assoc.	SCADA Loan Pmnt 4/1/24	965.00
11806	3/22/2024	RREDC	Town Square Loan Pmt Due 4/1/24	1,236.87
11807	3/22/2024	Redwood Petroleum	3/8/2024 Inv #140 Fuel	697.05
11808	3/22/2024	AT&T	4-3/4/24 Cal Net 3 Bills	328.54
11809	3/22/2024	Antoinette M. Quigley	3/14/24 Supply Reimb. - Quigley	195.21
11810	3/22/2024	Haz Mat Response Authority	3/11/24 Inv# 2023-13 FY 23/24	513.92
11811	3/22/2024	S. Shaun Johanson DDS	S. Shaun Johanson DDS	212.00
11812	3/22/2024	Tensor IT	3/15/2024 Statement	1,184.34
11813	3/22/2024	United Indian Health Services	Dental Pmt 3/1/24 Mager	297.60
11814	3/22/2024	City Clerks Association of CA	3/15/2024 Inv #300002863	250.00
11815	3/22/2024	Jackson & Eklund	3/14/2024 Inv #441122	3,573.24
11816	3/22/2024	Hinderliter, de Llamas & Assoc	3/11/2024 Inv# SIN036344	41.67

City of Blue Lake
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Check Number	Check Date	Payee	Check Description	Check Amount
11817	3/22/2024	Owens and Ross	3/14/2024 Inv #508968	590.00
240322A01	3/22/2024	Christopher A. Ball	Employee: ballc; Pay Date: 3/22/2024	144.95
240322A02	3/22/2024	Glenn R. Bernald	Employee: bernaldg; Pay Date: 3/22/2024	1,817.45
240322A03	3/22/2024	Charis A. Bowman	Employee: bowmanc; Pay Date: 3/22/2024	174.48
240322A04	3/22/2024	Rosine S. Boyce-Derricott	Employee: boycer; Pay Date: 3/22/2024	532.97
240322A05	3/22/2024	Skylar A. Coke	Employee: cokes; Pay Date: 3/22/2024	976.22
240322A06	3/22/2024	Melissa M. Combs	Employee: combsm; Pay Date: 3/22/2024	649.93
240322A07	3/22/2024	Blake W. Corse	Employee: corseb; Pay Date: 3/22/2024	29.88
240322A08	3/22/2024	Anali E. Gonzalez	Employee: gonzaleza; Pay Date: 3/22/2024	1,166.56
240322A09	3/22/2024	Austin R. Jones	Employee: junesa; Pay Date: 3/22/2024	1,199.83
240322A10	3/22/2024	Kanoa K. Jones	Employee: junesk; Pay Date: 3/22/2024	293.68
240322A11	3/22/2024	Amanda L. Mager	Employee: magera; Pay Date: 3/22/2024	1,948.68
240322A12	3/22/2024	Aislin N. McKinney	Employee: mckinneya; Pay Date: 3/22/2024	518.10
240322A13	3/22/2024	Jacob P. Meng	Employee: mengj; Pay Date: 3/22/2024	773.91
240322A14	3/22/2024	Antoinette M. Quigley	Employee: quigleya; Pay Date: 3/22/2024	1,321.20
240322A15	3/22/2024	Quinn Sousa	Employee: sousaq; Pay Date: 3/22/2024	525.14
240322A16	3/22/2024	Emily P. Wood	Employee: wode; Pay Date: 3/22/2024	1,451.87
240322EFT-01	3/22/2024	U. S. Department of Treasury	EFTPS federal tax pmt 3/22/24 PR	6,301.72
240322EFT-02	3/22/2024	Employment Development Dept.	DE88 state tax pmt 3/22/24 PR	1,099.20
240322EFT-03	3/22/2024	Cal PERS	PERS retirement pmt 3/22/24 PR	4,259.49
Report Total				363,098.12



City of Blue Lake

City Manager Report

April 2024

Sheriff Contract Negotiations

The City's appointed ad-hoc committee continues to work with the Sheriff's administration staff to develop a new law enforcement contract with a revised contract amount. The committee has successfully negotiated a revised cost proposal and has worked with the administration staff to develop a cost allocation methodology that can be used in subsequent years to evaluate and estimate future increases or decreases. The ad-hoc anticipates receiving a revised contract which will be presented to the Council for further review and consideration.

The Sheriff is requesting that the new cost proposal be back dated to fiscal year 2023-2024; as the City has received the new cost proposal well into the 23/24 fiscal year, and the proposal has not been approved by the Board of Supervisors, or the full Council, staff is recommending that the cost increase go into effect for fiscal year 24/25.

The revised cost proposal represents a \$45,000 increase to the current contract amount. The City has submitted a funding request to the Measure Z Committee for \$35,000 to aid in filling the funding gap for the first year of implementation. At the first round of Measure Z committee review, the City was asked to reduce our request; this was done and the City is now in the final round of consideration for a \$30,000.00 funding request.

	<p>Although the City has made it to the next level of review and consideration by the Board of Supervisors, there is still a funding shortage between the funding requests and the actual available funds. The ad-hoc representatives will attend the May BOS meeting as they continue to review and recommend projects for funding.-On-Going</p>
<p>Parks and Recreation</p>	<ul style="list-style-type: none"> • <u>State Park Per Capita Grant</u>-\$177,000: The majority of work under this grant has been completed. Remaining work includes the installation of a new roof on Prsch Hall. The roof will be funded partially by the State Park Grant, facility improvement funds and COVID relief dollars. Work on the roof will take place in the spring of 2024.-On-Going Project <p>Staff is in the process of closing out the State Park Per Capita Grant for the work items that have been completed; a reimbursement request for the majority of the work has been submitted and approved by the funding agency-On-Going</p> <ul style="list-style-type: none"> • <u>Town Square Grant</u>: The town square construction project has started; currently, City staff is removing the landscaping and benches to accommodate the contractor, and work is being done to finalize the PG&E plans for the electrification portion of the project. Sequoia Construction will start on-site work the last week in April, weather permitting. • <u>Bike Park</u>: The City is preparing to remove the winterization materials from the bike park in order to continue construction activities. The City is working with our community partners to schedule work days, along with fundraising events.-On-Going

City Infrastructure

- Library Improvements: The library project is at the 90% mark; remaining work includes replacement of the door to City Hall and final concrete work to meet ADA inspection standards. The library project was inspected by the County's ADA inspector and the final report requires additional ADA compliance work, including additional concrete work on the walkway. The contractor is aware of the issues and a plan is being put together to remediate the remaining issues.-**On-Going**

This project is funded through the City's Community Development Block Grant Program Income funding. Work under this project is budgeted at \$200,000.00; this includes design, engineering, bid management, inspections, project & grant management and construction.

- Truck Route Study, Design & Construction: Work continues on the truck route project; the City has been awarded construction funding to make the planned improvements to Greenwood Avenue. This project is currently out to bid, with a bid date in early May. The City is projecting a June start date. The project budget for this phase of the truck route project is \$1.6 million; work includes the installation of new ADA compliant sidewalks, raised crosswalks, flashing ped crossing, new pavement, signage and striping and additional infrastructure improvements.

Additional work continues on the design and engineering of the remaining portion of the truck route. SHN is presenting a 90% design plan for Council's review and consideration. This plan will be submitted to Caltrans for funding consideration.

- FEMA Water Tanks Funding: The City submitted a funding request to the FEMA Hazard Mitigation Program to replace the City's two redwood water tanks. The City has received Phase 1 funding through the CalOES Program to complete the design, engineering and environmental work. Once this portion of the project is complete, the City will be funded through FEMA for the removal and installation of two new water tanks.-**On-Going**
- Greenwood Avenue Water Lateral Replacement Project: The City has awarded the Water Lateral Project to RAO Construction. Work will begin in late May and will be coordinated with the upcoming Truck Route Project.
- Housing Element Update: Staff has completed the final draft of the housing element and submitted it to the State for review. The State has received the final submittal and directed the City to pursue adoption. The City Planner is working on the environmental review and will be presenting the plan to the Planning Commission and the City Council for review and consideration of adoption.-**On-Going**

Staff is working closely with our HCD representatives to address implementation of various initiatives; having a compliant housing element allows the City to participate in a range of programs and funding opportunities. -**On-Going**

**City of Blue Lake
Staff Report**

To: Honorable Mayor and City Council
From: Jackson & Eklund Accounting, Contract Accountant
Through: Amanda Mager, City Manager/Finance Director
Date: 4/19/2024
Subject: Unaudited Financial Report 7/01/2023 to 3/31/2024

Attached are the following unaudited financial reports:

- Revenues and Expenditures by Fund - shows the financial results of operations for the period 7/01/2023 to 3/31/2024 and reflects actual year-to-date revenues and expenses/expenditures (including transfers-in/out from fund balance) in comparison to total budgeted amounts for the fiscal year. Additionally, the actual year-to-date as a percentage of the total fiscal year budget is presented.
- Cash Balance by Fund - shows the cash balance by fund and the change from 2/29/2024 to 3/31/2024.

The **budget-to-date percentage** through 3/31/2024 is **75%**.

Financial Highlights

General Fund (Fund 10 only)

General Government:

- Revenues/transfers-in exceeded expenditures/transfers-out by \$20,027.
- Revenues/transfers-in are at 72% of the total budgeted revenues/transfer-in for the fiscal year.
- Expenditures/transfers-out are at 103% of the total budgeted expenditures/transfers-out for the fiscal year.
- Expenditures for general government departments are all within expected budget parameters to date (75% of total fiscal year budget) except for the following departments which are over the budget-to-date as follows:
 - Legal - \$299 or 6.6%.
 - General Government - \$52,118 or 29.3%. Primarily due to CalPERS annual lump sum retirement payment that happens at the beginning of the fiscal year in addition to waste disposal services related to the Clean California Dump Day which will be grant funded.
 - Planning - \$12,208 or 31.2%. Primarily due to street related costs which are expected to be reimbursed by PG&E.
 - Building - \$7,499 or 35.3%. Due to dual staffing related to Building Official training during the first quarter of the fiscal year. Cost should flatten the remainder of the fiscal year.
 - Law Enforcement - \$4,268 or 64.0%. Primarily due to CalPERS annual lump sum retirement payment that happens once during the fiscal year.
 - Animal Control - \$2,490 or 37.4%. Primarily due to unexpected incident related costs.

City of Blue Lake Staff Report

- Public Works - Streets – \$56,105 or 73.3%. Primarily due to seasonal street maintenance that is expected to taper-off as the fiscal year moves forward along with some unexpected sidewalk improvements.
- Capital Outlay - \$35,196 or 29.6%. Due to timing of capital expenditures.

Parks & Recreation:

- Expenditures/transfers-out exceeded revenues/transfers-in by \$186,130.
- Revenues/transfers-in are at 66% of the total budgeted revenues/transfer-in for the fiscal year.
- Expenditures/transfers-out are at 80% of the total budgeted expenditures/transfers-out for the fiscal year.
- Expenditures for Parks & Recreation are all within expected budget parameters to date (75% of total fiscal year budget) except for the following departments which are over the budget-to-date as follows:
 - Recreation - \$30,532 or 17.4%. Primarily due to increased staffing related to the summer recreation program and expansion of other recreation programs post-COVID.

Total general fund cash decreased by \$138,877 from \$902,240 at 2/29/2024 to \$763,363 at 3/31/2024.

Water Operating Fund (Fund 60 only)

- Revenues exceeded expenses (excluding depreciation) by \$25,270.
- Expenses exceeded revenues (including depreciation) by \$4,204.
- Revenues are at 73% of total budgeted revenues for the fiscal year.
- Expenses (excluding depreciation) are at 71% of total budgeted expenses for the fiscal year while expenses (including depreciation) are at 76% of total budgeted expenses for the fiscal year.
- Cash decreased by \$2,557 from \$800,445 at 2/29/2024 to \$797,888 at 3/31/2024.

Sewer Operating Fund (Fund 70 only)

- Revenues exceeded expenses (excluding depreciation) by \$87,455.
- Revenues exceeded expenses (including depreciation) by \$16,241.
- Revenues/transfers-in are at 82% of total budgeted revenues for the fiscal year.
- Expenses (excluding depreciation) are at 72% of total budgeted expenses for the fiscal year while expenses (including depreciation) are at 86% of the total budgeted expenses for the fiscal year.
- Cash balance equaled \$0 at 2/29/2024 and 3/31/2024. The cash balance is expected to increase as the City realizes the impact of its sewer rate increase.

Overall Cash Balance (all funds)

Overall, the City's cash balance decreased \$63,304 from \$4,128,756 at 2/29/2024 to \$4,065,452 at 3/31/2024. The 3/31/2024 cash balance was comprised of the following: Checking - \$375,423 Public Funds Savings - \$6,993, LAIF - \$3,606,056, Utility Deposits - \$74,250, Petty Cash and Change Funds - \$2,730.

CITY OF BLUE LAKE

FINANCIAL REPORT

7/01/2023 – 3/31/2024

(Unaudited Numbers)

**City of Blue Lake
Financial Report
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Statement of Revenues and Expenditures – Actual to Budget:

General Funds

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City of Blue Lake
Statement of Revenues and Expenditures - Actual to Budget
10 - General Fund
From 7/01/2023 Through 3/31/2024

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
GENERAL GOVERNMENT				
REVENUES & TRANSFERS				
Taxes	181,485	206,894	(25,409)	87.72%
Licenses, Permits & Fees	44,763	89,440	(44,677)	50.05%
Rents	5,764	5,180	584	111.27%
State Revenues	178,549	421,796	(243,247)	42.33%
County Revenues	3,870	11,500	(7,630)	33.65%
Charges for Services	113,309	19,206	94,103	589.97%
Other Revenues	27,569	26,820	749	102.79%
Interest	11,822	16,000	(4,178)	73.89%
Transfers In	77,001	101,588	(24,587)	75.80%
Total REVENUES & TRANSFERS	644,132	898,424	(254,292)	71.70%
EXPENDITURES & TRANSFERS				
Mayor and City Council	2,542	3,800	(1,258)	66.89%
Legal	4,829	6,040	(1,211)	79.95%
General Government	229,820	236,936	(7,116)	97.00%
Planning	51,356	52,198	(842)	98.39%
Building	28,751	28,336	415	101.46%
Law Enforcement	10,935	8,890	2,045	123.00%
Animal Control	9,146	8,875	271	103.05%
Public Works - Streets	132,646	102,055	30,591	129.98%
Capital Outlay	154,080	158,512	(4,432)	97.20%
Total EXPENDITURES & TRANSFERS	624,105	605,642	18,463	103.05%
TOTAL GENERAL GOVERNMENT	20,027	292,782	(272,755)	6.84%
PARKS & RECREATION				
REVENUES & TRANSFERS				
Facility Rents	14,016	15,580	(1,564)	89.96%
Recreation Fees & Donations	124,399	192,595	(68,196)	64.59%
Total REVENUES & TRANSFERS	138,415	208,175	(69,760)	66.49%
EXPENDITURES & TRANSFERS				
Facilities & Grounds	118,242	170,551	(52,309)	69.33%
Recreation	206,303	234,362	(28,059)	88.03%
Total EXPENDITURES & TRANSFERS	324,545	404,913	(80,368)	80.15%
TOTAL PARKS & RECREATION	(186,130)	(196,738)	10,608	94.61%
TOTAL GENERAL FUND	(166,103)	96,044	(262,147)	-172.94%

City of Blue Lake
Statement of Revenues and Expenditures
36 - Powers Creek District Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
Rents	12,073	33,250	(21,177)	36.31%
State Revenues	219,421	570,000	(350,579)	38.49%
Interest	0	1,100	(1,100)	0.00%
Total REVENUES & TRANSFERS	<u>231,494</u>	<u>604,350</u>	<u>(372,856)</u>	<u>38.30%</u>
EXPENDITURES & TRANSFERS				
Salaries, Wages & Benefits	12,962	16,949	(3,987)	76.47%
Contracted Professional Services	3,147	3,610	(463)	87.16%
Other Contracted Services	300	330	(30)	90.81%
Interest Expense	7,347	1,800	5,547	408.15%
Other Expenses	2,704	2,010	694	134.51%
Repairs & Maintenance	177	340	(163)	52.04%
Supplies	0	35	(35)	0.00%
Capital Expenditures	9,340	385,000	(375,660)	2.42%
Debt Principal Repayment	167,563	185,000	(17,437)	90.57%
Total EXPENDITURES & TRANSFERS	<u>203,539</u>	<u>595,074</u>	<u>(391,535)</u>	<u>34.20%</u>
TOTAL	<u>27,955</u>	<u>9,276</u>	<u>18,679</u>	<u>301.36%</u>

City of Blue Lake
Statement of Revenues and Expenditures
38 - CDBG Non-Program Income Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
Other Revenues	1,800	2,500	(700)	72.00%
Interest	922	885	37	104.12%
Transfers In	0	20,682	(20,682)	0.00%
Total REVENUES & TRANSFERS	<u>2,722</u>	<u>24,067</u>	<u>(21,345)</u>	<u>11.31%</u>
TOTAL	<u>2,722</u>	<u>24,067</u>	<u>(21,345)</u>	<u>11.30%</u>

City of Blue Lake
Statement of Revenues and Expenditures
25 - Highway Users Tax Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
Taxes	41,594	67,823	(26,229)	61.32%
Interest	762	600	162	126.96%
Total REVENUES & TRANSFERS	42,355	68,423	(26,068)	61.90%
EXPENDITURES & TRANSFERS				
Transfers Out	60,088	68,423	(8,335)	87.81%
Total EXPENDITURES & TRANSFERS	60,088	68,423	(8,335)	87.82%
TOTAL	<u>(17,732)</u>	<u>0</u>	<u>(17,732)</u>	<u>0.00%</u>

City of Blue Lake
Statement of Revenues and Expenditures
30 - TDA Street Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
Taxes	0	22,343	(22,343)	0.00%
Interest	108	0	108	0.00%
Total REVENUES & TRANSFERS	<u>108</u>	<u>22,343</u>	<u>(22,235)</u>	<u>0.48%</u>
EXPENDITURES & TRANSFERS				
Transfers Out	5,494	22,343	(16,849)	24.59%
Total EXPENDITURES & TRANSFERS	<u>5,494</u>	<u>22,343</u>	<u>(16,849)</u>	<u>24.59%</u>
TOTAL	<u>(5,387)</u>	<u>0</u>	<u>(5,387)</u>	<u>0.00%</u>

City of Blue Lake
Statement of Revenues and Expenditures
34 - Regional Surface Transportation Program Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
State Revenues	0	10,922	(10,922)	0.00%
Interest	0	50	(50)	0.00%
Total REVENUES & TRANSFERS	<u>0</u>	<u>10,972</u>	<u>(10,972)</u>	<u>0.00%</u>
EXPENDITURES & TRANSFERS				
Transfers Out	11,419	10,972	447	104.07%
Total EXPENDITURES & TRANSFERS	<u>11,419</u>	<u>10,972</u>	<u>447</u>	<u>104.07%</u>
TOTAL	<u>(11,419)</u>	<u>0</u>	<u>(11,419)</u>	<u>0.00%</u>

City of Blue Lake
Statement of Revenues and Expenditures
11 - Recreation Economic Analysis Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
EXPENDITURES & TRANSFERS				
Contracted Professional Services	20,879	0	20,879	0.00%
Other Contracted Services	2,800	0	2,800	0.00%
Total EXPENDITURES & TRANSFERS	23,679	0	23,679	0.00%
TOTAL	(23,679)	0	(23,679)	0.00%

City of Blue Lake
Statement of Revenues and Expenditures
12 - American Rescue Plan - Covid Relief Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
EXPENDITURES & TRANSFERS				
Other Contracted Services	1,800	0	1,800	0.00%
Other Expenses	1,800	6,000	(4,200)	30.00%
Supplies	587	5,000	(4,413)	11.74%
Capital Expenditures	52,989	79,837	(26,848)	66.37%
Small Business Grants	0	9,000	(9,000)	0.00%
Total EXPENDITURES & TRANSFERS	<u>57,176</u>	<u>99,837</u>	<u>(42,661)</u>	<u>57.27%</u>
TOTAL	<u>(57,176)</u>	<u>(99,837)</u>	<u>42,661</u>	<u>57.26%</u>

City of Blue Lake
Statement of Revenues and Expenditures
13 - State Park Per Capita Program Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
State Revenues	0	177,885	(177,885)	0.00%
Total REVENUES & TRANSFERS	<u>0</u>	<u>177,885</u>	<u>(177,885)</u>	<u>0.00%</u>
EXPENDITURES & TRANSFERS				
Capital Expenditures	10,819	29,955	(19,136)	36.11%
Total EXPENDITURES & TRANSFERS	<u>10,819</u>	<u>29,955</u>	<u>(19,136)</u>	<u>36.12%</u>
TOTAL	<u>(10,819)</u>	<u>147,930</u>	<u>(158,749)</u>	<u>(7.31)%</u>

City of Blue Lake
Statement of Revenues and Expenditures
31 - TDA Purchased Transportation Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
Taxes	0	32,375	(32,375)	0.00%
Total REVENUES & TRANSFERS	0	32,375	(32,375)	0.00%
EXPENDITURES & TRANSFERS				
Transit Services	8,250	32,375	(24,125)	25.48%
Total EXPENDITURES & TRANSFERS	8,250	32,375	(24,125)	25.48%
TOTAL	(8,250)	0	(8,250)	0.00%

City of Blue Lake
Statement of Revenues and Expenditures
32 - AB-939 Solid Waste/Recycling Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
State Revenues	3,591	12,255	(8,664)	29.29%
Interest	337	640	(303)	52.71%
Total REVENUES & TRANSFERS	<u>3,928</u>	<u>12,895</u>	<u>(8,967)</u>	<u>30.46%</u>
EXPENDITURES & TRANSFERS				
Salaries, Wages & Benefits	11,862	24,544	(12,682)	48.33%
Other Contracted Services	3,066	3,874	(808)	79.13%
Other Expenses	1,778	6,600	(4,822)	26.94%
Supplies	0	4,000	(4,000)	0.00%
Total EXPENDITURES & TRANSFERS	<u>16,706</u>	<u>39,018</u>	<u>(22,312)</u>	<u>42.82%</u>
TOTAL	<u>(12,778)</u>	<u>(26,123)</u>	<u>13,345</u>	<u>48.91%</u>

City of Blue Lake
Statement of Revenues and Expenditures
33 - Supplemental Law Enforcement Services Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
State Revenues	162,763	157,033	5,730	103.64%
Interest	0	50	(50)	0.00%
Total REVENUES & TRANSFERS	<u>162,763</u>	<u>157,083</u>	<u>5,680</u>	<u>103.62%</u>
EXPENDITURES & TRANSFERS				
Other Contracted Services	78,914	146,523	(67,609)	53.85%
Total EXPENDITURES & TRANSFERS	<u>78,914</u>	<u>146,523</u>	<u>(67,609)</u>	<u>53.86%</u>
TOTAL	<u>83,849</u>	<u>10,560</u>	<u>73,289</u>	<u>794.02%</u>

City of Blue Lake
Statement of Revenues and Expenditures
42 - CDBG Program Income-Holding Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
Loan Repayments	16,014	20,570	(4,556)	77.85%
Interest	702	800	(98)	87.78%
Total REVENUES & TRANSFERS	<u>16,716</u>	<u>21,370</u>	<u>(4,654)</u>	<u>78.22%</u>
EXPENDITURES & TRANSFERS				
Salaries, Wages & Benefits	35	623	(588)	5.69%
Other Contracted Services	60	65	(5)	92.30%
Transfers Out	0	20,682	(20,682)	0.00%
Total EXPENDITURES & TRANSFERS	<u>95</u>	<u>21,370</u>	<u>(21,275)</u>	<u>0.45%</u>
TOTAL	<u>16,621</u>	<u>0</u>	<u>16,621</u>	<u>0.00%</u>

City of Blue Lake
Statement of Revenues and Expenditures
44 - CDBG Program Income-Revolving Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
Interest	6,373	6,507	(134)	97.94%
Total REVENUES & TRANSFERS	<u>6,373</u>	<u>6,507</u>	<u>(134)</u>	<u>97.95%</u>
EXPENDITURES & TRANSFERS				
Capital Expenditures	103,913	140,000	(36,087)	74.22%
Total EXPENDITURES & TRANSFERS	<u>103,913</u>	<u>140,000</u>	<u>(36,087)</u>	<u>74.22%</u>
TOTAL	<u>(97,540)</u>	<u>(133,493)</u>	<u>35,953</u>	<u>73.06%</u>

City of Blue Lake
Statement of Revenues and Expenditures
60 - Water Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
Current Service Charges	417,546	577,607	(160,061)	72.28%
Other Revenues	10,481	8,985	1,496	116.65%
Interest	13,210	16,000	(2,790)	82.56%
Total REVENUES & TRANSFERS	<u>441,237</u>	<u>602,592</u>	<u>(161,355)</u>	<u>73.22%</u>
EXPENDITURES & TRANSFERS				
Salaries, Wages & Benefits	183,070	268,735	(85,665)	68.12%
Contracted Professional Services	19,899	28,815	(8,916)	69.05%
Other Contracted Services	9,139	9,585	(446)	95.34%
Insurance	11,433	16,240	(4,807)	70.39%
Interest Expense	485	945	(460)	51.27%
Other Expenses	11,727	11,650	77	100.65%
Repairs & Maintenance	4,639	1,675	2,964	276.94%
Supplies	6,628	7,670	(1,042)	86.41%
Utilities	147,868	217,897	(70,029)	67.86%
Depreciation	29,474	0	29,474	0.00%
Transfers Out	21,079	21,079	0	100.00%
Total EXPENDITURES & TRANSFERS	<u>445,441</u>	<u>584,291</u>	<u>(138,850)</u>	<u>76.24%</u>
TOTAL	<u>(4,204)</u>	<u>18,301</u>	<u>(22,505)</u>	<u>(22.97)%</u>

City of Blue Lake
Statement of Revenues and Expenditures
61 - Water Connection Fee Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
Interest	3,606	4,000	(394)	90.16%
Connection Fees	0	10,000	(10,000)	0.00%
Total REVENUES & TRANSFERS	<u>3,606</u>	<u>14,000</u>	<u>(10,394)</u>	<u>25.76%</u>
TOTAL	<u>3,606</u>	<u>14,000</u>	<u>(10,394)</u>	<u>25.76%</u>

City of Blue Lake
Statement of Revenues and Expenditures
62 - Water Capital Reserve Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
Interest	243	268	(25)	90.60%
Total REVENUES & TRANSFERS	<u>243</u>	<u>268</u>	<u>(25)</u>	<u>90.61%</u>
TOTAL	<u>243</u>	<u>268</u>	<u>(25)</u>	<u>90.60%</u>

City of Blue Lake
Statement of Revenues and Expenditures
64 - Turbidity Reduction Facility Reserve Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
Turbidity Reduction Fees	6,322	13,382	(7,060)	47.24%
Current Service Charges	1	0	1	0.00%
Transfers In	21,079	21,079	0	100.00%
Total REVENUES & TRANSFERS	<u>27,402</u>	<u>34,461</u>	<u>(7,059)</u>	<u>79.52%</u>
EXPENDITURES & TRANSFERS				
Other Expenses	18	0	18	0.00%
Turbidity Reduction Costs	8,629	13,382	(4,753)	64.48%
Total EXPENDITURES & TRANSFERS	<u>8,647</u>	<u>13,382</u>	<u>(4,735)</u>	<u>64.62%</u>
TOTAL	<u>18,755</u>	<u>21,079</u>	<u>(2,324)</u>	<u>88.97%</u>

City of Blue Lake
Statement of Revenues and Expenditures
70 - Sewer Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
Current Service Charges	423,958	519,150	(95,192)	81.66%
Other Revenues	10,481	8,985	1,496	116.64%
Interest	0	500	(500)	0.00%
Total REVENUES & TRANSFERS	434,438	528,635	(94,197)	82.18%
EXPENDITURES & TRANSFERS				
Salaries, Wages & Benefits	192,988	286,263	(93,275)	67.41%
Contracted Professional Services	23,578	42,815	(19,237)	55.06%
Other Contracted Services	16,019	23,190	(7,171)	69.07%
Insurance	12,578	17,940	(5,362)	70.11%
Other Expenses	39,375	39,395	(20)	99.94%
Repairs & Maintenance	13,301	2,965	10,336	448.59%
Supplies	8,677	11,470	(2,793)	75.64%
Utilities	40,468	60,916	(20,448)	66.43%
Depreciation	71,214	0	71,214	0.00%
Total EXPENDITURES & TRANSFERS	418,197	484,954	(66,757)	86.23%
TOTAL	16,241	43,681	(27,440)	37.18%

City of Blue Lake
Statement of Revenues and Expenditures
71 - Sewer Connection Fee Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
Interest	5,750	6,100	(350)	94.26%
Connection Fees	0	10,000	(10,000)	0.00%
Total REVENUES & TRANSFERS	<u>5,750</u>	<u>16,100</u>	<u>(10,350)</u>	<u>35.71%</u>
TOTAL	<u>5,750</u>	<u>16,100</u>	<u>(10,350)</u>	<u>35.71%</u>

City of Blue Lake
Statement of Revenues and Expenditures
72 - Sewer Capital Reserve Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
Interest	24,959	26,564	(1,605)	93.95%
Total REVENUES & TRANSFERS	<u>24,959</u>	<u>26,564</u>	<u>(1,605)</u>	<u>93.96%</u>
EXPENDITURES & TRANSFERS				
Other Expenses	103	0	103	0.00%
Total EXPENDITURES & TRANSFERS	<u>103</u>	<u>0</u>	<u>103</u>	<u>0.00%</u>
TOTAL	<u>24,856</u>	<u>26,564</u>	<u>(1,708)</u>	<u>93.56%</u>

City of Blue Lake
Statement of Revenues and Expenditures
80 - Dental/Vision Trust Fund
From 7/1/2023 Through 3/31/2024
(In Whole Numbers)

	Actual YTD	FY 2023-24 Budget	Over (Under) Budget	Actual YTD As a % of Budget
REVENUES & TRANSFERS				
Dental/Vision Charges to Operations	6,080	7,380	(1,300)	82.38%
Interest	657	720	(63)	91.22%
Total REVENUES & TRANSFERS	<u>6,737</u>	<u>8,100</u>	<u>(1,363)</u>	<u>83.17%</u>
EXPENDITURES & TRANSFERS				
Dental/Vision Claims	3,505	7,340	(3,835)	47.74%
Total EXPENDITURES & TRANSFERS	<u>3,505</u>	<u>7,340</u>	<u>(3,835)</u>	<u>47.75%</u>
TOTAL	<u>3,232</u>	<u>760</u>	<u>2,472</u>	<u>425.27%</u>

CITY OF BLUE LAKE
Cash Balance by Fund
3/31/2024

	<u>Balance</u> <u>3/31/2024</u>	<u>Balance</u> <u>2/29/2024</u>	<u>Increase</u> <u>(Decrease)</u>	
General Funds				
10	General Fund (Net of Special Revenue or Capital Project Fund Deficits)	650,552	615,391	35,161
36	Powers Creek District Fund	36,015	210,253	(174,238)
38	CDBG Non-Program Income Fund	76,796	76,596	200
Total		<u>763,363</u>	<u>902,240</u>	<u>(138,877)</u>
Gas Tax and Street Funds				
25	Highway User Tax Fund	31,350	43,942	(12,592)
30	TDA Street Fund	4,137	4,631	(494)
34	Regional Surface Transportation Program Fund	-	-	-
Total		<u>35,487</u>	<u>48,573</u>	<u>(13,086)</u>
Special Revenue Funds				
11	Recreation Economic Analysis Fund	-	-	-
12	American Rescue Plan COVID Relief Fund	41,919	42,920	(1,001)
13	State Park Per Capita Program Fund	-	-	-
31	TDA Purchased Transportation Fund	-	-	-
32	AB-939 Solid Waste/Recycling Fund	13,949	15,388	(1,439)
33	Supplemental Law Enforcement Services Fund	83,849	-	83,849
Total		<u>139,717</u>	<u>58,308</u>	<u>81,409</u>
CDBG Funds				
42	CDBG Program Income Holding Fund	16,621	14,319	2,302
44	CDBG Program Income Revolving Fund	299,811	300,921	(1,110)
Total		<u>316,432</u>	<u>315,240</u>	<u>1,192</u>
Water Funds				
60	Water Fund (Net of Turbidity Reduction Facility Reserve Fund Deficit)	797,888	800,445	(2,557)
61	Water Connection Fee Fund	208,564	208,564	-
62	Water Capital Reserve Fund	14,043	14,043	-
64	Turbidity Reduction Facility Reserve Fund	-	-	-
Total		<u>1,020,495</u>	<u>1,023,052</u>	<u>(2,557)</u>
Sewer Funds				
70	Sewer Fund	-	-	-
71	Sewer Connection Fee Fund	332,524	332,524	-
72	Sewer Capital Reserve Fund (Net of Sewer Fund Deficit)	1,397,217	1,388,444	8,773
Total		<u>1,729,741</u>	<u>1,720,968</u>	<u>8,773</u>
Trust Funds				
80	Dental/Vision Trust Fund	40,217	40,375	(158)
82	Self-Insured Retention Reserve Fund	20,000	20,000	-
Total		<u>60,217</u>	<u>60,375</u>	<u>(158)</u>
Total Cash Balance		<u><u>4,065,452</u></u>	<u><u>4,128,756</u></u>	<u><u>(63,304)</u></u>